



OFFICE OF SPECIAL EVENTS
 200 South Lamar, Austin, Texas 78704
 (512)974-6797 (512) 974-6756 Fax
 reservations@austintexas.gov
 http://www.austintexas.gov/parkevents

APPLICATION FOR FILMING/COMMERCIAL PHOTOGRAPHY

COORDINATOR AND COMPANY INFORMATION (person responsible for managing filming activities)

Applicant Name:			
Title:			
Film/Movie Name Commercial Name or Project Name:			
Company Legal Name:			
Address:	City	State:	Zip:
Phone #:	Fax #:		
Mobile #:	Emergency #:		
Email address:			

FILMING AND PRODUCTION INFORMATION

Filming Date(s): (month/date)	Filming Time:	
Setup Date Time:	Strike Date Time:	
Location(s) Desired: (park name)		
Location Address:		
Detailed Description of Activities Needs:		
Number & Type of Support Vehicles:	Size of Crew:	
Grass Permits: Any motorized vehicle on unpaved grounds? Number?	Amplified sound? Restricted to 10 am - 10 pm. If yes, explain.	

This project is (check one): (in word, double click on box, then select "checked")

- | | | |
|--|--|---|
| <input type="checkbox"/> Feature Film | <input type="checkbox"/> Music Video | <input type="checkbox"/> Television Programming |
| <input type="checkbox"/> Corporate Video | <input type="checkbox"/> Short Film | <input type="checkbox"/> Public Service Announcement |
| <input type="checkbox"/> Documentary | <input type="checkbox"/> Still Photography | <input type="checkbox"/> TV Movie <input type="checkbox"/> Commercial |
| <input type="checkbox"/> Other as specified: | | |

Please identify any equipment or props that may be present:

- | | | | | | | |
|---------------------------------------|----------------------------------|-------------------------------------|-------------------------------------|--|---|-------------------------------------|
| <input type="checkbox"/> Generator | <input type="checkbox"/> Light | <input type="checkbox"/> Crane | <input type="checkbox"/> Track | <input type="checkbox"/> Dolly | <input type="checkbox"/> Water Truck | <input type="checkbox"/> Camera Car |
| <input type="checkbox"/> Rig (stills) | <input type="checkbox"/> Effects | <input type="checkbox"/> Large prop | <input type="checkbox"/> Set Design | <input type="checkbox"/> Fire/pyrotechnics | <input type="checkbox"/> Fake
firearms/weapons | |

☐ Other as specified: ☐ Tent(s)*, No. _____ (staking of tents is **prohibited**)

Will the public be invited or included to the filming in such a manner to produce a large crowd?

No	Yes	If "yes", provide details below. Include crowd size.



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**USE AND LOCATION AGREEMENT FOR FILMING OR COMMERCIAL
PHOTOGRAPHY ON PROPERTY OF THE CITY OF AUSTIN**

BETWEEN:

The City of Austin

Parks and Recreation Department
200 South Lamar Blvd.
Austin, Texas 78704
(512) 974-6745, (512) 974-6746 fax
Jason.maurer@austintexas.gov

AND:

Production Company name:	
Company address	
City, State Zip	
Company representative's name	
Phone, fax, email	

This Use and Location Agreement for Filming or Commercial Photography on Property of the City of Austin ("**Agreement**") is made for the purpose of establishing terms for use of City of Austin Property for filming or commercial photography on the dates and at the locations listed in Section A of this Agreement.

This Agreement is entered into this _____, 2015 between the City of Austin, a Texas home-rule municipal corporation, acting by and through its Parks and Recreation Department Director ("**City**"), and _____ [insert production company name], a _____ [insert type of legal entity and in what state] ("**Production Company**") acting by and through its duly authorized representative.

A. PARKLAND FACILITY TO BE USED. Production Company agrees to comply with the terms and conditions set forth below, and City grants to Production Company, subject to Production Company's continuing compliance with the terms of this Agreement, the right to use the _____ ("**Facility**") as specified in the chart below for filming or commercial photography.

Film or Photography Schedule			
Facility Name:		Facility Address:	
Month and Day(s)		Specific Time(s)	
Set Up			
Filming or Photographing			
Take Down/ Clean Up			



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B. PAYMENT OF COSTS. Under City Ordinance No. 20080306-038, City fees for use of the Facility are waived if Production Company plans to film a movie, television program, commercial, music video, or video game. The Parks and Recreation Department Director shall determine whether Ordinance No. 20080306-038 applies.

Production Company has agreed to pay a location fee in the amount of
\$.

Production Company acknowledges it will be billed by City for actual costs for City staff, utilities, and security associated with any required make-ready activities and specific request(s) or needs. Production Company agrees to pay City for such costs not later than thirty (30) days after the date the invoice is sent to Production Company at the address specified on the attached Application for Filming/Commercial Photography ("**Application**"). Production Company warrants that all information provided on the Application is complete and accurate.

Production Company also agrees to pay City for costs of repairing damage to City property, including but not limited to any structures or plant life, caused by the activities or any act of the Production Company, its contractors, agents, invitees, guests, volunteers, and patrons of the attraction or function for which Production Company plans to use the Facility. It is expressly agreed that the Parks and Recreation Department Director shall determine whether damage has occurred, the extent and amount of damage, and the cost of repairing the damages. In the event of damages requiring repair or replacement of property, City will provide Production Company with a written statement detailing the damages not later than 4 days after Production Company vacates the Facility. Production Company shall pay City for such costs not later than thirty (30) days after the date the invoice is sent to Production Company at the address listed in this Agreement.

C. CREDIT. As required under City Ordinance No. 20080306-038, the Production Company shall include a credit providing the following or similar statement: *"Thank you to the City of Austin for its generous support of this production. Filmed on location in Austin, Texas, USA."* This requirement applies only if the production is a film or television program, and the Parks and Recreation Department Director determines under Section B of this Agreement that Ordinance No. 20080306-038 applies.

D. COMPLIANCE. Production Company shall comply with, and shall require its contractors, agents, invitees, guests, volunteers, and patrons of the attraction or function for which Production Company plans to use the Facility to comply with all federal, state and local laws and regulations, and with all applicable City policies, rules and procedures.



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Production Company shall not bring or permit its contractors, agents, invitees, guests, volunteers, and patrons of the attraction or function for which Production Company plans to use the Facility to bring or keep anything on City property that may adversely affect the Facility. Production Company shall not bring or allow its contractors, agents, invitees, guests, volunteers, and patrons of the attraction or function for which Production Company plans to use the Facility to bring any items onto the property, or place any decorations or other items on the Facility that may damage any portion of the Facility, including but not limited to trees, grounds, or plant life, without the prior written consent of the Parks and Recreation Department Director. The City reserves the right at any time and at its sole discretion to require Production Company to remove from the Facility any animals, furniture, fixtures, wiring, exhibits, or other items brought onto the Facility by Production Company. Production Company shall immediately remove any item upon City's request.

Production Company acknowledges and agrees that the property is public park land, and that neither City nor Production Company can prohibit others from using the property during Production Company's filming activities.

Production Company acknowledges that Smoking is PROHIBITED in City parkland and agrees to comply with the smoking prohibition. Smoking by actors or models is authorized under this Agreement and the permit issued solely as required for the authorized filming or photography.

E. INTELLECTUAL PROPERTY. City acknowledges that City has no copyright interests in the film, video, photographs, or other product created by Production Company on the Facility under this Agreement. Production Company is solely responsible for:

- 1)** obtaining any necessary approvals or permits to film or photograph individuals on the Facility, or to broadcast or publish images of individuals filmed or photographed on the Facility,
- 2)** compliance with all intellectual property laws; and
- 3)** for any claims or lawsuits that may arise from the film , video, photograph, or other product created under this Agreement.

The City of Austin and Parks and Recreation Department names, logos, and seals are trademarked property of the City. Production Company shall not use the logos and seals in any film, video, photograph, or other product created under this Agreement without the express prior written permission of the City's Public Information Officer or authorized designee. The Public Information Officer's office is located at City Hall, 301 West Second Street, 3rd Floor, Austin, Tx 78701.



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F. INDEMNIFICATION. Production Company shall indemnify, save, and hold harmless the City, its officers, employees, agents, licensees, and invitees ("Indemnitees") against any and all liability, damages, losses, claims, demands, and actions of any nature, including invasion of privacy rights, libel, slander, defamation, and rights of publicity, or due to personal injury (including, without limitation, workers' compensation and death claims), or property loss or damage of any kind ("Claims") which arises or is claimed to arise out of or is in any manner connected with the use by Production Company of the City property or with the presence on the City property of **Production Company**, its employees, agents, invitees, or volunteers except as to Claims which arise out or are related to City's negligence or intentional acts or omissions. The undersigned warrants that he/she has the authority to bind the Production Company to this indemnification provision.

This Agreement is executed by:

City of Austin:

Name of Production Company:

By: _____
Sara L. Hensley, CPRP
Director, Austin Parks and Recreation
Department
(or Designee)

By: _____
Printed Name:
Title: